SOLICITATION/CONTRACTA OFFEROR TO COMPLE	-		_	_	1. REQUIS W45G1862					PAGE 1	OF	10
2. CONTRACT NO. W911RQ-07-P-0009	3. AWARD/EFF 20-Oct-200		4. ORDER	R NUMBER		5	S. SOLICITATI	ON NUMBER	6.	SOLICITA	TION ISSU	E DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		<u> </u>			b	. TELEPHON	E NUMBER (No C	Collect Calls) 8.	OFFER D	UE DATE/L	OCAL TIME
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000	CODE	V911RQ		HUBZ(RICTED E: . BUSINES ONE SMAI	% SS	FOR JSINESS		JNLESS N KED	let 30 Da		
TEL: FAX:				NAICS: 32221 SIZE STANDA		mp		14. METHOD O	F SOLICITATION	DN [RFP	
15. DELIVER TO RED RIVER ARMY DEPOT XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000	CODE W	45G18	S F F S	16. ADMINISTE SHELIA KING PHONE: 903-334-3 FACSIMILE: 903-3: SHELIA.KING@US TEXARKANA TX 7	3230 34-2541 S.ARMY.MIL		•		COD	E W911	RQ	
17a.CONTRACTOR/OFFEROR	(CODE 3VBT	6	18a. PAYMENT	WILL BE	MAD	E BY		COD	E HQ0	0303	
DIVERSIPAK, INC. 838 REEDY STREET CINCINNATI OH 45202-2216				DFAS - ROCK ATTN: DFAS ROCK ISLANI	-RI-FPV	BLD	OG 68	LOCATION				
TEL. 513-321-7884	FAC COI	DE CILITY										
17b. CHECK IF REMITTANCE IS SUCH ADDRESS IN OFFER	DIFFERENT A	AND PUT		18b. SUBMIT BELOW IS CH		OT 6	1	S SHOWN IN B DENDUM	LOCK 18a. U	NLESS E	BLOCK	
19. ITEM NO.	20. SCHEDU	LE OF SUPPL	IES/ SER	VICES	1	21. (QUANTITY	22. UNIT	23. UNIT PR	ICE 2	4. AMO	JNT
	;	SEE SCHE	DULE									
25. ACCOUNTING AND APPROPRIAT See Schedule	ION DATA							26. TOTAL A	AWARD AMOU	NT (For (\$ 5,611.	
27a. SOLICITATION INCORPORAT X 27b. CONTRACT/PURCHASE ORD									DDENDA A	닏		ATTACHED ATTACHED
28. CONTRACTOR IS REQUIRED TO STANDARD TO ISSUING OFFICE. CONTRACT SET FORTH OR OTHERWISE IDEI SUBJECT TO THE TERMS AND CO	OR AGREES	TO FURNISH A	AND DELI NY ADDIT	VER ALL ITEM	s [OF (BI	FER DATE	CONTRACT: REF ED NCLUDING ANY HEREIN, IS ACC	. YOUR OF	R CHAN		
30a. SIGNATURE OF OFFEROR/COI	NTRACTOR			31a.UNITED	STATES (OF AM	MERICA (S	SIGNATURE OF CO	NTRACTING OF	FICER) 3	1c. DATE	SIGNED
				F	Cose	m	ary s	plarman			20-Oc	t-2006
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE	SIGNED	31b. NAME ROSE M. SI TEL: 903-1	PEARMAN /			DFFICER	OR PRINT) se.m.spearma	n@us.arm	y.mil	

SOLICITATION/CONTRACT/ORDER FOR (CONTINUED)	L ITEMS		PAGE 2 OF 10						
19. ITEM NO. 20. SCHEDULE OF S	20. SCHEDULE OF SUPPLIES/ SERVICES				23. UNIT PRIC	E 24. AMOUNT			
		CES	21. QUANTITY	22. UNIT	23. UNIT PRIC	E 24. AMOUNT			
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONF	ORMS TO THE CO	NTRACT, EXCEPT A	AS NOTED:						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE		RINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT R	EPRESENTATIVE	32f . TELEF	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
		32g. E-MAI	MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
33. SHIP NUMBER 34. VOUCHER NUMBER PARTIAL FINAL	35. AMOUNT VERI CORRECT FC		36. PAYMENT 37. CHEC						
38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER	40. PAID BY	1			1				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	FOR PAYMENT 42 41c. DATE	2a. RECEIVED BY	(Print)						
	42	2b. RECEIVED AT	CEIVED AT (Location)						
	42	2c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS						

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 174 Each \$32.25 \$5,611.50

CUSHIONING

FFP

CUSHIONING, CONSISTS OF: END CUSHION P-N 143237-01, SIDE CUSHION P-N 143236-01, CUSHION P-N 143235-01, FILLER P-N 143242-01

FOB: Destination NSN: 813500X040254

MILSTRIP: W45G1862730500

PURCHASE REQUEST NUMBER: W45G1862730500

NET AMT \$5,611.50

ACRN AA \$5,611.50

CIN: W45G18627305000001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
0001 Destination Government Destination Government

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001 13-NOV-2006 174 RED RIVER ARMY DEPOT W45G18

XR CONSOL PROP OFF DDRT BLDG 499

10TH STREET AND K AVENUE TEXARKANA TX 75507-5000

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 26EBK10000W45G1862730500P016LN041117

AMOUNT: \$5,611.50

CIN W45G18627305000001: \$5,611.50

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED

Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

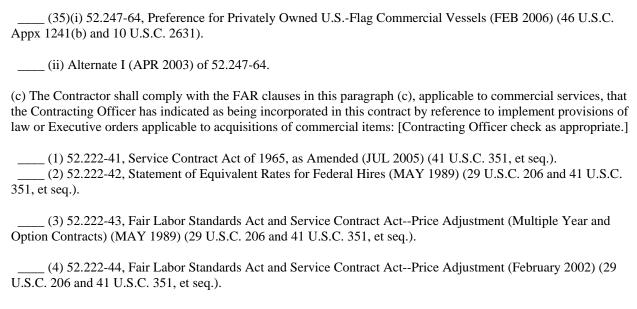
52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD) Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995 (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(4) [Removed].
(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
X (15) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
(23) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).
(24)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
(25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
Reserved.
Reserved.
(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
X(31) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(32) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).



- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4001 ELECTRONIC FUND TRANSFER

The government payment office has determined that payment under this contract will be made by Electronic Funds Transfer (EFT). This determination is made in accordance with FAR Clause 52.232-33 and is effective no later than 1 October 1997.

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

- 1. Name and address of contractor/vendor.
- 2. Invoice date.
- 3. Contract or purchase order number.
- 4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
- 5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
- 6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
- 7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
- 8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

Invoice must be marked "Original".

Mail or fax all invoices to the following address:

DFAS - Rock Island Operating Location ATTN: DFAS-RI-FPV Bldg 68 Rock Island, IL 61299-8300

FAX: 877-426-4270

52.246-4001 INSPECTION AND ACCEPTANCE Red River Army Depot Texarkana, Texas

52.246-4002 PARTIAL SHIPMENTS Partial shipments are authorized.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

- (a) Definitions. As used in this clause--
- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
- (i) Information regarding EDI formats is available on the Internet at http://www.X12.org.
- (ii) EDI implementation guides are available on the Internet at http://www.dod.mil/dfas/.
- (4) Another electronic form authorized by the Contracting Officer.

- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

L2. AMC-Level Protest Program

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO), or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in Federal Acquisition Regulation 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel 9301 Chapek Rd, Room 2-1SE3401 Ft. Belvoir, VA 22060-5527

facsimile number (703) 806-8866 or -8875

Protest packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command Office of Command Counsel Room 2-1SE3401 1412 Jackson Loop Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest.html

If Internet access is not available contact the contracting officer or ${\tt HQ}\,,$ ${\tt AMC}$ to obtain the AMC-Level Protest Procedures.